

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W911XK-05-B-0007-0001	2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 18-Jul-2005	PAGE OF PAGES 1 OF 37
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO. W911XK-05-C-0010	5. REQUISITION/PURCHASE REQUEST NO. W56MES-5047-6724		6. PROJECT NO.	
7. ISSUED BY CODE CONTRACTING DIVISION DETROIT DISTRICT, USAED P.O. BOX 1027 DETROIT MI 48231-1027 TEL: FAX:		W911XK	8. ADDRESS OFFER TO <i>(If Other Than Item 7) CODE</i> U S ARMY ENGINEER DISTRICT, DETROIT 477 MICHIGAN AVE. DETROIT, MI 48226 TEL: FAX:	
9. FOR INFORMATION CALL:	A. NAME SAMMIE HART		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 313 226-6358	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> NOAA Gauge House at Alpena, MI This project is unrestricted.				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>120</u> calendar days after receiving <input type="checkbox"/> award, <input checked="checked" type="checkbox"/> notice to proceed. This performance period is <input checked="checked" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> <i>(hour)</i> local time <u>06 Jul 2005</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="checked" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*
MERIDIAN CONTRACTING SERVICES LLC
304 WEST CHISHOLM STREET
ALPENA MI 49707

15. TELEPHONE NO. *(Include area code)*
(989) 354-354-4825

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

See Item 14

CODE
3F0L0

FACILITY CODE
3F0L0

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT
\$172,554.00

23. ACCOUNTING AND APPROPRIATION DATA
See Schedule

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY
SOO AREA OFFICE
DETROIT DISTRICT, USAED ST. MARYS FALLS C
SAULT STE MARIE MI 49783

CODE H7M0T00

27. PAYMENT WILL BE MADE BY: CODE T0B0200
U S ARMY CORPS OF ENGINEERS FINANCE AND
5700 WASP AVENUE
MILLINGTON TN 38054

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☒ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

REF: W911XK-05-B-0007

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

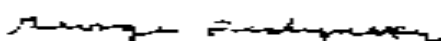
31A. NAME OF CONTRACTING OFFICER *(Type or print)*
GEORGE FEDYNSKY / ADDED BY SUMI

30B. SIGNATURE

30C. DATE

TEL: 313 226-6356

EMAIL: George.Fedynsky@lre02.usace.army.mil

31B. UNITED STATES OF AMERICA
BY 

31C. AWARD DATE
18-Jul-2005

Section SF 30 - BLOCK 14 CONTINUATION PAGE

AMENDMENT 0001**CHANGES TO SPECIFICATION**

SECTION 01999 LISTING OF ENCLOSED DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS DELETE General Decision Numbers MI030003, ADD revised General Decision Numbers MI030003.

SECTION 05500A MISCELLANEOUS METAL, Paragraph 2.3, GRATINGS, DELETE first sentence "Gratings shall be of stainless steel, heavy duty welded type with 1 1/2-inch by 1/4-inch bearing bars at 2 3/8-inches on center and cross bars at 4-inches on center." And REPLACE with "Gratings shall be of stainless steel, heavy duty welded type as shown on the drawings.

SECTION 05500A MISCELLANEOUS METAL, Paragraph 2.5, INLET PIPE, Delete first sentence "The inlet pipe shall be six (6) inch nominal diameter steel pipe conforming to ASTM A 53 with a wall thickness of 0.375 inches." And REPLACE with "The inlet pipe shall be six (6) inch nominal diameter steel pipe conforming to ASTM A 53 with a wall thickness of 0.432 inches, Schedule 80.

SECTION 05500A MISCELLANEOUS METAL, Paragraph 2.5, GATE VALVE, Delete entire paragraph and REPLACE with Paragraph 2.5.1, WAFER IRON BUTTERFLY VALVE "The valve for the end of intake pipe inside the pump shall be a wafer iron butterfly valve as shown on the drawings.

CHANGES TO DRAWINGS**NEW GAUGE HOUSE, ALPENA, MICHIGAN**

SHEET 13 OF 16, GRATING DETAIL, the note "Grating is stainless steel W-19-4, 2"x3/16" BB" is DELETED in its entirety and the following note is SUBSTITUTED: "Grating is stainless steel W-19-4, 1 1/4" x 1/8" BB, spaced at 1 3/16" O.C".

Revised drawings will not be issued with this Amendment

General Decision Number: MI030003 06/10/2005 MI3

Superseded General Decision Number: MI020003

State: Michigan

Construction Types: Building and Heavy

Counties: Alpena, Arenac, Gladwin, Midland, Ogemaw and Presque Isle Counties in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories); HEAVY CONSTRUCTION PROJECTS (does not include airport or bridge construction projects, or sewer or water line work if it is incidental to a highway construction project)

Modification Number	Publication Date
0	06/13/2003
1	03/26/2004
2	05/21/2004
3	07/23/2004
4	08/06/2004
5	03/25/2005
6	04/29/2005
7	06/10/2005

ASBE0047-009 07/01/2004

BAY, GENESEE, LAPEER, SAGINAW AND TUSCOLA COUNTIES:

	Rates	Fringes
Insulator/asbestos worker Includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems.....	\$ 26.01	12.22

BOIL0169-001 07/01/2004

	Rates	Fringes
Boilermaker.....	\$ 28.136	25% + 8.39

* BRMI0007-002 08/01/2004

ARENAC, GLADWIN, MIDLAND AND OGEMAW COUNTIES:

	Rates	Fringes
Base Machine.....	\$ 13.09	3.52
Marble, terrazzo and tile finisher.....	\$ 14.39	5.26
Marble, terrazzo and tile setter.....	\$ 19.81	7.88

* BRMI0009-023 08/01/2004

ARENAC, GLADWIN, MIDLAND AND OGEMAW COUNTIES:

	Rates	Fringes
Bricklayer.....	\$ 23.47	11.00
Cement Mason.....	\$ 21.72	10.33
Plasterer.....	\$ 22.82	11.26
Tile, Marble & Terrazzo		

Finisher.....	\$ 14.39	5.26
Tile, Marble & Terrazzo Worker..	\$ 19.81	7.88

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker is employed by the contractor in any period of seven working days before said holiday within the current calendar year.

* BRMI0010-009 08/01/2004

ALPENA AND PRESQUE ISLE COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 23.01	10.12
Cement Mason.....	\$ 20.11	6.18
Plasterer.....	\$ 23.01	10.12
Terrazzo & Tile Setter.....	\$ 21.83	6.89

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker was employed by the contractor in any period of seven working days before said holiday within the current calendar year.

CARP0202-001 05/01/2004

ALPENA AND PRESQUE ISLE COUNTIES:

	Rates	Fringes
Carpenter, Drywall Hanger	\$ 20.96	7.81
Pile Driver.....	\$ 20.62	7.68

FOOTNOTE: Welding: \$.25 per hour additional.

CARP0706-006 07/17/2004

ARENAC, GLADWIN, MIDLAND AND OGEMAW COUNTIES:

	Rates	Fringes
Carpenter (Including drywall hangers)..	\$ 24.76	9.46

CARP1045-013 05/01/2002

ALPENA AND PRESQUE ISLE COUNTIES:

	Rates	Fringes
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Lather.....	\$ 20.53	6.24
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CARP1045-015 07/17/2002

ARENAC, GLADWIN, MIDLAND AND OGEMAW COUNTIES:

	Rates	Fringes
Lather.....	\$ 24.67	7.18

CARP1102-002 06/01/2004

ALPENA, OGEMAW AND PRESQUE ISLE COUNTIES:

	Rates	Fringes
Millwright.....	\$ 26.10	21.31

FOOTNOTES: Work on heights over open areas and over fifty
(50) ft. high: \$.50 per hour additional.

Welding: \$.50 per hour additional.

CARP1102-009 06/01/2004

ARENAC, GLADWIN AND MIDLAND COUNTIES:

	Rates	Fringes
Millwright.....	\$ 26.10	21.31

ELEC0557-003 05/31/2004

MIDLAND COUNTY (Townships of Ingersoll, Jasper, Mt. Haley and Porter):

	Rates	Fringes
Electrician.....	\$ 27.75	13.12

FOOTNOTE:

High work: Electrical work thirty-five feet (35') (to the
work) above the ground or permanent floor, where a hazard
exists: 15% per hour additional.

ELEC0692-006 05/31/2004

ALPENA COUNTY; OGEMAW COUNTY (Townships of Foster, Goodar and Rose); AND PRESQUE ISLE COUNTIES:

	Rates	Fringes
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Electrician.....	\$ 24.25	6.51+22%
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ELEC0692-007 05/31/2004

ARENAC AND GLADWIN COUNTIES; MIDLAND COUNTY (except the townships of Ingersoll, Jasper, Mt. Haley and Porter); and OGEMAW COUNTY (except the townships of Foster, Goodar and Rose):

	Rates	Fringes
Electrician.....	\$ 26.79	6.62+22%

ELEC0876-005 06/01/2004

	Rates	Fringes
Line Construction:		
Cable splicer.....	\$ 28.69	3.75+21.5%
Light equipment operator/ground person/truck driver/ground person (winch, A-frame, diggers when used for distribution line truck and used for distribution work. Distribution truck driver, 5th wheel type trucks, bucket trucks, ladder trucks and all live boom trucks, all equipment 85 hp or under).....	\$ 18.15	3.75+21.5%
Line technician.....	\$ 27.54	3.75+21.5%
Operator/ground person (digger, tractor and setting rig with tracks or rough terrain vehicle, large bombardier, backhoe over 85 hp, hydraulic crane 10 ton or over).....	\$ 20.72	3.75+21.5%
Truck driver/ground person (trucks with winch or boom or dump, other than distribution work).....	\$ 17.27	3.75+21.5%

FOOTNOTE: Operators of 5/8 yd. rated capacity backhoe or over, and operators of 25 ton, rated capacity, crane or over, and operators of heavy duty tension or pulling machinery on 345 KV and above, shall receive the line technician rate of pay.

ELEV0085-003 01/01/2004

	Rates	Fringes
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Elevator Mechanic.....\$ 34.005 10.765

FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service.

Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ENGI0324-008 10/01/2004

	Rates	Fringes
Power equipment operators - sewer relining:		
GROUP 1.....	\$ 25.64	9.16
GROUP 2.....	\$ 24.24	9.16

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal systems

ENGI0324-015 06/01/2004

	Rates	Fringes
Power Equipment Operators - Steel Erection:		
GROUP 1.....	\$ 38.64	13.15
GROUP 2.....	\$ 39.64	13.15
GROUP 3.....	\$ 37.14	13.15
GROUP 4.....	\$ 38.14	13.15
GROUP 5.....	\$ 35.64	13.15
GROUP 6.....	\$ 36.64	13.15
GROUP 7.....	\$ 35.37	13.15
GROUP 8.....	\$ 36.37	13.15
GROUP 9.....	\$ 34.92	13.15
GROUP 10.....	\$ 35.92	13.15
GROUP 11.....	\$ 34.19	13.15
GROUP 12.....	\$ 35.19	13.15
GROUP 13.....	\$ 33.83	13.15
GROUP 14.....	\$ 34.83	13.15
GROUP 15.....	\$ 33.19	13.15
GROUP 16.....	\$ 26.38	13.15

GROUP 17.....\$ 24.97 13.15

FOOTNOTE:

Paid Holidays: New Year's Day, Memorial Day, Fourth of July,
Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Engineer when operating combination of boom and jib
400' or longer

GROUP 2: Engineer when operating combination of boom and jib
400' or longer on a crane that requires an oiler

GROUP 3: Engineer when operating combination of boom and jib
300' or longer

GROUP 4: Engineer when operating combination of boom and jib
300' or longer on a crane that requires an oiler

GROUP 5: Engineer when operating combination of boom and jib
220' or longer

GROUP 6: Engineer when operating combination of boom and jib
220' or longer on a crane that requires an oiler

GROUP 7: Engineer when operating combination of boom and jib
140' or longer

GROUP 8: Engineer when operating combination of boom and jib
140' or longer on a crane that requires an oiler

GROUP 9: Tower crane and derrick operator (where operator's
work station is 50 ft. or more above first sub-level)

GROUP 10: Tower crane and derrick operator (where operator's
work station is 50 ft. or more above first sub-level) on a
crane that requires an oiler

GROUP 11: Crane operator when operating combination of boom
and jib 120' or longer

GROUP 12: Crane operator when operating combination of boom
and jib 120' or longer on a crane that requires an oiler

GROUP 13: Crane operator and job mechanic

GROUP 14: Crane operator on a crane that requires an oiler

GROUP 15: Hoisting operator

GROUP 16: Compressor or welder operator

GROUP 17: Oiler

ENGI0324-016 09/01/2004

	Rates	Fringes
Power equipment operators - underground construction:		
GROUP 1.....	\$ 26.12	13.15
GROUP 2.....	\$ 21.73	13.15
GROUP 3.....	\$ 21.23	13.15
GROUP 4.....	\$ 20.95	13.15
MIDLAND COUNTY:		
GROUP 1.....	\$ 27.83	13.15
GROUP 2.....	\$ 23.60	13.15
GROUP 3.....	\$ 22.87	13.15
GROUP 4.....	\$ 22.30	13.15

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Backfiller tamper; Backhoe; Batch plant operator (concrete); Clamshell; Concrete paver (2 drums or larger); Conveyor loader (Euclid type); Crane (crawler, truck type or pile driving); Dozer; Dragline; Elevating grader; Endloader; Gradall (and similar type machine); Grader; Mechanic; Power shovel; Roller (asphalt); Scraper (self-propelled or tractor drawn); Side boom tractor (type D-4 or equivalent and larger); Slip form paver; Slope paver; Trencher (over 8 ft. digging capacity); Well drilling rig; Concrete pump with boom operator

GROUP 2: Boom truck (power swing type boom); Crusher; Hoist; Pump (1 or more-6-in. discharge or larger-gas or diesel-powered or powered by generator of 300 amperes or more-inclusive of generator); Side boom tractor (smaller than type D-4 or equivalent); Sweeper (Wayne type and similar equipment); Tractor (pneu-tired, other than backhoe or front end loader); Trencher (8-ft. digging capacity and smaller)

GROUP 3: Air compressors (600 cfm or larger); Air compressors (2 or more-less than 600 cfm); Boom truck (non-swinging, non-powered type boom); Concrete breaker (self-propelled or truck mounted - includes compressor); Concrete paver (1 drum-1/2 yd. or larger); Elevator (other than passenger); Maintenance person; Pump (2 or more-4-in. up to 6-in. discharge-gas or diesel powered-excluding submersible pumps); Pumpcrete machine (and similar equipment); Wagon drill (multiple); Welding machine or generator (2 or more-300 amp. or larger-gas or diesel powered)

GROUP 4: Boiler; Concrete saw (40 hp or over); Curing machine

(self-propelled); Farm tractor (with attachment); Finishing machine (concrete); Fire person; Hydraulic pipe pushing machine; Mulching equipment; Oiler; Pumps (2 or more up to 4-in. discharge, if used 3 hours or more a day, or gas diesel powered - excluding submersible pumps); Roller (other than asphalt); Stump remover; Trencher (service); Vibrating compaction equipment, self-propelled (6 ft. wide or over); End dump operator

 * ENGI0324-017 05/01/2005

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 27.46	14.10
GROUP 2.....	\$ 27.21	14.10
GROUP 3.....	\$ 26.11	14.10
GROUP 4.....	\$ 21.31	14.10
GROUP 5.....	\$ 20.71	14.10
GROUP 6.....	\$ 18.26	14.10
GROUP 7.....	\$ 16.56	14.10

FOOTNOTES: Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with main boom and jib 220' or longer

GROUP 2: Crane with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Regular equipment operator, crane, stiff leg derrick, scraper, dozer, grader, front end loader, hoist, job mechanic

GROUP 4: Air tugger (single drum), material hoist, boiler operator, sweeping machine, winch truck, bobcat and similar equipment, fork truck (over 20' lift)

GROUP 5: Pump 6" or over, well points, freeze systems, boom truck (non-swinging); end dumps and laser/power screed; concrete wire saw (20 h.p. and over)

GROUP 6: Air compressor, welder, generator, conveyor, pump under 6", grease person and fork truck (20' lifting capacity or less when working on masonry work)

GROUP 7: Oiler, fire tender and heater operator

ENGI0325-005 10/01/2004

	Rates	Fringes
Power equipment operators -		
hazardous waste removal:		
ALPENA, ARENAC, GLADWIN,		
OGEMAW AND PRESQUE ISLE		
COUNTIES: LEVEL A:		
Crane operator, mechanic,		
dragline operator, boom		
truck operator and		
concrete pump with boom		
operator.....\$	29.64	13.24
Engineer when operating		
crane with boom and jib		
or leads 140' or longer....\$	31.32	13.24
Engineer when operating		
crane with boom and jib		
or leads 220' or longer....\$	31.62	13.24
GROUP 1.....\$	28.67	13.24
GROUP 2.....\$	24.27	13.24
ALPENA, ARENAC, GLADWIN,		
OGEMAW AND PRESQUE ISLE		
COUNTIES: LEVEL B AND C:		
Crane operator, mechanic,		
dragline operator, boom		
truck operator and		
concrete pump with boom		
operator.....\$	28.69	13.24
Engineer when operating		
crane with boom and jib		
or leads 140' or longer....\$	30.37	13.24
Engineer when operating		
crane with boom and jib		
or leads 220' or longer....\$	30.26	13.24
GROUP 1.....\$	27.72	13.24
GROUP 2.....\$	23.33	13.24
ALPENA, ARENAC, GLADWIN,		
OGEMAW AND PRESQUE ISLE		
COUNTIES: LEVEL D WHEN		
CAPPING LANDFILL:		
Crane operator, mechanic,		
dragline operator, boom		
truck operator and		
concrete pump with boom		
operator.....\$	27.14	13.24
Engineer when operating		
crane with boom and jib		
or leads 140' or longer....\$	28.82	13.24
Engineer when operating		

crane with boom and jib		
or leads 220' or longer....\$	29.12	13.24
GROUP 1.....\$	26.17	13.24
GROUP 2.....\$	21.78	13.24
ALPENA, ARENAC, GLADWIN,		
OGEMAW AND PRESQUE ISLE		
COUNTIES: LEVEL D:		
Crane operator, mechanic,		
dragline operator, boom		
truck operator and		
concrete pump with boom		
operator.....\$	27.39	13.24
Engineer when operating		
crane with boom and jib		
or leads 140' or longer....\$	29.07	13.24
Engineer when operating		
crane with boom and jib		
or leads 220' or longer....\$	29.37	13.24
GROUP 1.....\$	26.42	13.24
GROUP 2.....\$	22.03	13.24
MIDLAND COUNTY: LEVEL A:		
Crane operator, mechanic,		
dragline operator, boom		
truck operator and		
concrete pump with boom		
operator.....\$	31.35	13.24
Engineer when operating		
crane with boom and jib		
or leads 140' or longer....\$	33.03	13.24
Engineer when operating		
crane with boom and jib		
or leads 220' or longer....\$	33.33	13.24
GROUP 1.....\$	30.38	13.24
GROUP 2.....\$	26.15	13.24
MIDLAND COUNTY: LEVEL B		
AND C:		
Crane operator, mechanic,		
dragline operator, boom		
truck operator and		
concrete pump with boom		
operator.....\$	30.40	13.24
Engineer when operating		
crane with boom and jib		
or leads 140' or longer....\$	32.08	13.24
Engineer when operating		
crane with boom and jib		
or leads 220' or longer....\$	32.38	13.24
GROUP 1.....\$	29.43	13.24
GROUP 2.....\$	25.20	13.24
MIDLAND COUNTY: LEVEL D		
WHEN CAPPING LANDFILL:		
Crane operator, mechanic,		
dragline operator, boom		

truck operator and concrete pump with boom operator.....\$ 28.23	13.24
Engineer when operating crane with boom and jib or leads 140' or longer....\$ 30.53	13.24
Engineer when operating crane with boom and jib or leads 220' or longer....\$ 30.83	13.24
GROUP 1.....\$ 27.88	13.24
GROUP 2.....\$ 23.65	13.24
MIDLAND COUNTY: LEVEL D:	
Crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator.....\$ 29.10	13.24
Engineer when operating crane with boom and jib or leads 140' or longer....\$ 30.78	13.24
Engineer when operating crane with boom and jib or leads 220' or longer....\$ 31.08	13.24
GROUP 1.....\$ 28.13	13.24
GROUP 2.....\$ 23.90	13.24

HAZARDOUS WASTE REMOVAL

CLASSIFICATIONS

GROUP 1: Backhoe, batch plant operator, clamshell, concrete breaker when attached to hoe, concrete cleaning decontamination machine operator, concrete pump, concrete paver, crusher, dozer, elevating grader, endloader, farm tractor (90 h.p. and higher), gradall, grader, heavy equipment robotics operator, loader, pug mill, pumpcrete machines, pump trucks, roller, scraper (self-propelled or tractor drawn), side boom tractor, slip form paver, slop paver, trencher, ultra high pressure waterjet cutting tool system operator, vactors, vacuum blasting machine operator, vertical lifting hoist, vibrating compaction equipment (self-propelled), and well drilling rig

GROUP 2: Air compressor, concrete breaker when not attached to hoe, elevator, end dumps, equipment decontamination operator, farm tractor (less than 90 h.p.) forklift, generator, heater, mulcher, pigs (portable reagent storage tanks), power screens, pumps (water), stationary compressed air plant, sweeper, and welding machine

* ENGI0326-001 05/01/2005

Rates

Fringes

Power equipment operators -
gas distribution and duct
installation work:

GROUP 1.....	\$ 23.84	14.10
GROUP 2-A.....	\$ 23.74	14.10
GROUP 2-B.....	\$ 23.52	14.10
GROUP 3.....	\$ 22.74	14.10
GROUP 4.....	\$ 22.24	14.10

SCOPE OF WORK:

The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as "distribution work," starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

POWER EQUIPMENT - GAS DISTRIBUTION CLASSIFICATIONS

GROUP 1: Mechanic, crane (over 1/2 yd. capacity), backhoe (over 1/2 yd. capacity), grader (Caterpillar 12 equivalent or larger)

GROUP 2-A: Trencher, backhoe (1/2 yd. capacity or less)

GROUP 2-B: Crane (1/2 yd. capacity or less), compressor (2 or more), dozer (D-4 equivalent or larger), endloader (1 yd. capacity or larger), pump (1 or 2 six-inch or larger), side boom (D-4 equivalent or larger)

GROUP 3: Backfiller, boom truck (powered), concrete saw (20 hp or larger), dozer (less than D-4 equivalent), endloader (under 1 yd. capacity), farm tractor (with attachments), pump (2-4 under six-inch capacity), side boom tractor (less than D-4 equivalent), tamper (self-propelled)

GROUP 4: Oiler, grease person

IRON0025-010 04/01/2003

	Rates	Fringes
Ironworker - pre-engineered metal building erector.....	\$ 19.67	13.51

IRON0025-022 06/01/2003

	Rates	Fringes
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Ironworkers:

Machinery mover, rigger and machinery erector...	\$ 24.09	16.95
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IRON0026-002 06/01/2001

	Rates	Fringes
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Ironworkers:

Fence erector.....	\$ 18.37	12.88
Ornamental, structural, precast erector.....	\$ 25.09	17.48
Siding & decking.....	\$ 20.56	15.41

IRON0026-011 06/01/2001

	Rates	Fringes
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Ironworkers:

Reinforcing.....	\$ 23.50	15.51
Wire mesh.....	\$ 19.87	14.24

LABO0005-011 10/01/2004

	Rates	Fringes
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Laborers - hazardous waste
abatement:ALPENA AND PRESQUE ISLE
COUNTIES:

Level A, B or C.....	\$ 18.46	7.31
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		

Also, Level D.....	\$ 17.46	7.31
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ARENAC, GLADWIN, MIDLAND
AND OGEMAW COUNTIES:

Level A, B or C.....	\$ 20.93	7.41
Work performed in conjunction with site preparation not requiring the use of personal protective equipment;		

Also, Level D.....	\$ 19.93	7.41
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LABO0259-005 09/01/2004

	Rates	Fringes
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Laborers - tunnel, shaft and
caisson:

GROUP 1.....	\$ 21.37	7.38
GROUP 2.....	\$ 21.46	7.38
GROUP 3.....	\$ 21.56	7.38
GROUP 4.....	\$ 21.72	7.38
GROUP 5.....	\$ 21.98	7.38
GROUP 6.....	\$ 22.29	7.38
GROUP 7.....	\$ 14.56	7.38

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and description and all operations incidental thereto, including but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquifers, reservoirs, missile silos and steel sheeting for underground construction.

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas)

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar, material mixer, fence erector and guard rail builder

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LABO0260-001 08/01/2004

Rates

Fringes

Laborer: Asbestos

Includes removing and disposing of all insulation materials from walls, ceilings, floors, columns, and all other non-mechanical surfaces; and removal of insulating materials from mechanical systems that are to be demolished; loading/unloading of bagged and tagged materials at the disposal site (includes lead paint abatement clean-up).....\$ 20.00 8.48

LABO0334-015 07/01/2004

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 15.98	4.75
GROUP 2.....	\$ 11.78	4.75

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator and lawn sprinkler installer

GROUP 2: Laborer, small power tool operator, material mover and truck driver

LABO0334-023 09/01/2004

	Rates	Fringes
Laborers - open cut:		
GROUP 1.....	\$ 18.22	7.50
GROUP 2.....	\$ 18.35	7.50
GROUP 3.....	\$ 18.46	7.50
GROUP 4.....	\$ 18.53	7.50
GROUP 5.....	\$ 18.65	7.50
GROUP 6.....	\$ 15.87	7.50
GROUP 7.....	\$ 14.21	7.50

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and

removal of concrete and underground appurtuces, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation.

Open cut construction work shall also be construed to mean waterfront work, piers, docks, seawalls, breakwalls, marinas and all incidental work. Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

OPEN CUT LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, guard rail builder, headwall, seawall, breakwall, dock builder and fence erector

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodder, reinforced steel or mesh person (e.g. wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking & boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting person, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

LAB01098-004 06/30/2004

ARENAC, GLADWIN, MIDLAND AND OGEMAW COUNTIES:

	Rates	Fringes
Laborer		
Group 1.....	\$ 18.90	7.30
Group 2.....	\$ 19.40	7.30
Group 3.....	\$ 19.90	7.30

LABORER CLASSIFICATIONS

GROUP 1: All construction laborers except workers falling within specified classifications; Also, pumps with a 3-in. or less discharge and not hooked up in battery, mechanized buggy operator & mortar mixer (when done by hand) and mason tender

GROUP 2: Air or electric driven pavement breakers, concrete vibrator, Tunnel miner, tunnel mucker and tunnel and shaft underpinning contributing to the structural support of buildings

GROUP 3: Driller & blaster, burner & welder; Also, refractory work: Work inside or outside digesters, tanks, lime kilns, chests, boilers and boiler tubes, heat treat ovens, and smoke stacks, including the handling of acid, chlorine, chemicals, epoxies, liquids and cleaning of existing precipitators, hydro blasting, hydro washing, and sandblasting

LABO1098-005 05/01/2004

ALPENA AND PRESQUE ISLE COUNTIES:

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 16.06	6.90
GROUP 2.....	\$ 16.66	6.90
Work inside or outside digester, tanks, lime kilns, chests, boilers, and boiler tubes, including the handling of acid, chlorine, chemicals, epoxies, liquids and cleaning of existing precipitators, hydro blasting, hydro washing, sandblasting.....	\$ 17.06	6.90

LABORER CLASSIFICATIONS

GROUP 1: All construction laborers on building and heavy

construction work(except those in Group 2), mortar mixer, mason tender, carpenter tender, material mixer (whether done by hand or machine), vibrator operator, operator of concrete mixer, chipping hammer, tamping machine (whether run by air, electric, or gas), sandblaster, operator of motor-driven buggies, plaster mixer, plaster tender, pipe or crock layer, caisson work in buildings, fire watch, heater tender, all three inch (3") pumps and below

GROUP 2: Concrete breaker (90 lb. hammer or less) and cement gun nozzle person

PAIN0826-007 12/15/2002

	Rates	Fringes
Glazier.....	\$ 21.73	9.31

PAID HOLIDAYS: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

FOOTNOTES: High pay: Work from any mechanical lift, regardless of the height off of the surface: \$0.75 per hour additional.

Working from scaffolding shall be paid at the premium rate only when the working platform is at twenty (20) feet or above. All swing stage work to be paid at the premium rate. Working from a ladder at twenty (20) feet or above qualifies for the premium rate. Premium pay is only to be paid for the actual time worked on the lift device, scaffold, or ladder.

PAIN1803-004 06/01/2004

	Rates	Fringes
Painters:		
Work performed on water, bridges over water or moving traffic, radio and powerline towers, elevated tanks, steeples, smoke stacks over 40 ft. of falling heights, recovery of lead-based paints and any work associated with industrial plants, except maintenance of industrial plants.....	\$ 20.70	10.30
All other work, including maintenance of industrial plants.....	\$ 19.28	10.30

FOOTNOTE: Spray painting, sandblasting, blowdown associated with spraying and blasting, water blasting and work involving a swing stage, boatswain chair or spider: \$1.00 per hour additional. All work performed inside tanks, vessels, tank trailers, railroad cars, sewers, smoke stacks, boilers or other spaces having limited egress not including buildings, opentop tanks, pits, etc.: \$1.25 per hour additional. Work involving the installation of wallcoverings: \$0.30 cents per hour additional.

PAIN1803-008 06/01/2004

	Rates	Fringes
Drywall Finisher.....	\$ 21.05	10.25

PLUM0085-001 05/03/2004

ALPENA, OGEMAW AND PRESQUE ISLE COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters		
Industrial work.....	\$ 26.93	14.14
Residential (Housing projects over 4 stories, including HVAC installation in buildings up to \$60,000).....	\$ 20.20	12.23
Work on housing projects over 4 stories; Also, work involving the installation of any plumbing, heating or piping system or any appurtenance connected to said system in any building up to \$60,000.....	\$ 20.20	12.23
All other work.....	\$ 25.44	14.14

PLUM0085-008 05/03/2004

ARENAC, GLADWIN AND MIDLAND COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters		
Work on housing projects over 4 stories(Includes HVAC work in buildings up to \$60,000).....	\$ 20.20	12.23
All other building construction.....	\$ 26.93	14.14

 PLUM0190-006 05/01/2004

	Rates	Fringes
Gas Distribution Pipeline		
Welding in conjunction		
with gas distribution		
pipeline work.....	\$ 26.35	11.70
All other work.....	\$ 18.66	7.92

ROOF0149-003 06/01/2004

ALPENa AND PRESQUE ISLE COUNTIES:

	Rates	Fringes
Roofer (including Built Up,		
Composition and Single Ply)....	\$ 17.00	8.70
Slater.....	\$ 19.00	8.70

ROOF0149-005 06/01/2004

ARENAC, GLADWIN, MIDLAND AND OGEMAW COUNTIES:

	Rates	Fringes
Roofer (including Built Up,		
Composition and Single Ply)....	\$ 21.71	10.10

SFMI0669-008 01/01/2005

	Rates	Fringes
Sprinkler Fitter.....	\$ 28.31	12.10

SHEE0007-009 05/01/2001

	Rates	Fringes
Sheet Metal Worker		
Work on any multiple		
family housing unit over 4		
stories where each		
individual family		
apartment is individually		
conditioned by a separate		
and independent unit or		
system; Also, work on any		
single building with		
single tenant under 600,000		
BTU heating and/or 20 ton		
cooling.....	\$ 16.95	4.27

All other work.....\$ 21.98 3%+10.05

 TEAM0007-007 06/01/2002

	Rates	Fringes
Truck drivers:		
Euclids, double bottoms		
and lowboys.....\$ 23.045		.50 + a
Trucks under 8 cu. yds.....\$ 22.795		.50 + a
Trucks, 8 cu. yds. and over.\$ 22.895		.50 + a

FOOTNOTE: a. \$265.90 per week.

WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.
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Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses
 (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
 listed under the identifier do not reflect collectively
 bargained wage and fringe benefit rates. Other designations
 indicate unions whose rates have been determined to be
 prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
 be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
 a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
 for summaries of surveys, should be with the Wage and Hour
 Regional Office for the area in which the survey was conducted
 because those Regional Offices have responsibility for the
 Davis-Bacon survey program. If the response from this initial
 contact is not satisfactory, then the process described in 2.)
 and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Site Preparation for Alpena, MI	1	Lump Sum	\$63,141.00	\$63,141.00

NET AMT	\$63,141.00
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ACRN AA Funded Amount	\$63,141.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Intake Pipe Installation	1	Lump Sum	\$31,268.00	\$31,268.00

NET AMT	\$31,268.00
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ACRN AA Funded Amount	\$31,268.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Still Well	1	Lump Sum	\$21,033.00	\$21,033.00

NET AMT	\$21,033.00
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ACRN AA Funded Amount	\$21,033.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Gauge House	1	Lump Sum	\$57,112.00	\$57,112.00
					<hr/>
NET AMT					\$57,112.00
ACRN AA Funded Amount					\$57,112.00

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2004)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-13	Time Extensions	SEP 2000
52.214-26	Audit and Records--Sealed Bidding	OCT 1997
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.227-1	Authorization and Consent	JUL 1995

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 120 calendar days after receipt of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$634.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JAN 2005)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the

manufacture of the construction material.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region II. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by hydrographic and topographic surveys.
- (b) Weather conditions: The Contractor shall investigate and satisfy itself as to all hazards likely to arise from weather conditions during the performance of its work.
- (c) Transportation facilities: The Contractor shall investigate and obtain the necessary information and data as to the availability and use of access roads, highways and railroad facilities to the work site. The Contractor shall obtain necessary permits to operate on or cross public highways, roads and railroads.
- (d) Use of Project Site: Project area usage is at the Contractor's risk. The Contractor shall be responsible for damages that may be suffered due to its operations. See technical specifications and drawings for additional information physical data.

(End of clause)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
1. GENERAL PLAN, LOCATION & VICINITY MAP, DRAWING INDEX		
2. EXISTING SITE PLAN		
3. EXISTING CROSS SECTION		
4. REQUIRED WORK PLAN		
5. REQUIRED CROSS SECTION		
6. SOIL BORING		
7. GAUGE HOUSE AND STILLWELL SECTIONS		
8. EXTERIOR BUILDING ELEVATIONS		
9. MASONRY DETAILS		
10. FLOOR AND REINFORCING PLANS		
11. BUILDING AND STILLWELL PLANS		
12. GRATING PLAN AND SECTIONS		
13. LADDER, GRATING, AND MISCELLANEOUS DETAILS		
14. EQUIPMENT TABLE AND SHELF ASSEMBLY		
15. ELECTRICAL AND COMM. DETAILS		
16. REAL ESTATE PLAN		

(End of clause)

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31220000 082427 3230D94616099990 NA 96203
 AMOUNT: \$109,413.00

AA: 96X31220000 082427 3230D94616099990 NA 96203
 COST 000000000000
 CODE:
 AMOUNT: \$63,141.00

SPECIAL CLAUSES

Section 00800 – Special Contract Requirements

WEATHER DAYS

52.236-4020 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (31 OCT 89)(ER 415-1-5)

- a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled “DEFAULT (FIXED-PRICE CONSTRUCTION).” In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:
 - (1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
 - (2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault of or negligence of the contractor.
- b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor’s progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON 7-DAY WORK WEEK					
JAN	FEB	MAR	APR	MAY	JUN
			(1-15)(16-30)		
31	28	31	10 5	7	6
JUL	AUG	SEP	OCT	NOV	DEC
5	5	6	4	8	31

- c. Upon knowledge of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC Report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for fifty percent (50%) or more of the contractor’s scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather days

exceeds the number of days anticipated in Subparagraph b above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE entitled "DEFAULT (FIXED PRICE CONSTRUCTION)."

U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-16 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

HEALTH AND SAFETY STANDARDS: The facilities, systems and equipment design standards of the occupational Safety and Health Act, Code of Federal Regulations, Title 29, Chapter XVII, Parts 1910 and 1926, or EM 385-1-1, U.S. Army Corps of Engineers, Safety and Health Requirements Manual, whichever is more stringent, will be incorporated into all Engineering, Design and Analysis furnished, pursuant to this contract. Any problem in incorporating these standards due to conflicts with other technical criteria will be promptly submitted to the Contracting Officer for decision.

Contractor shall abide by the Safety Requirements specified EM 385-1-1.